Supreme Court, U.S.
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(2) NO. 09-975

IN THE
SUPREME COURT
OF THE UNITED STATES

MARIA L. PETERSON - - Petitioner

VS.

PDQ FOOD STORES INC. &
LAKEVIEW INVESTMENTS LLC.
Respondents - Joined

SUPPLEMENTAL BRIEF

ON PETITION FOR WRIT OF CERTIORARI

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The question is : Did the Trial Court Rule Correctly ?

We ask that the Supreme Court of the Land Pass down a Decision on how to dispense Justice.

Since the Second Amended Complaint, with allegations of breach of contract and fraud, were decided on a motion to dismiss, the complaint and all allegations are assumed to be true. Therefore there is an issue as to whether such dismissal was valid, which the Court should review **De Novo** . PDQ Attorney virtually wiped the slate clean of all evidence with that dismissal.

It is also an appeal of the Trial Judge's decision that the Quit Claim Deed dated June 7, 1997 (Peterson's to the PDQ #1064467) that the deed was improperly altered and improperly notarized with a false drafter, but declared to be valid.

The fact that PDQ's attorney altered the original contract by writing letters to say that PDQ would not agree to be the developer - the trial Court refused to consider. And the Two Escrow Agreements which were

introduced on March 21, 1997 Closing at Kenosha Title, which the Petitioner repeatedly asked ***DID YOU CLOSE.*** The Plaintiff's never received the compensation promised in the original contract. [1]

S.S. 841.01 DECLARATION OF INTEREST IN PROPERTY Federal Rules of Civil Procedure Allows Procedural History - - Rule 15 Amended and Supplemental Pleadings (B) cause them to conform to the evidence – and may be made at any time, even after judgment -

S.S. 802.09(3) RELATION BACK OF AMENDMENTS If the claim asserted in the amended pleading arose out of the transaction, occurrence, or event set forth or attempted to be set forth in the original pleadings *The amendment relates back to the date of the filing of the original pleadings.* An amendment changing

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[1] 943.20 THEFT (1)(d) Obtains title to property of another by intentionally deceiving the person with a false representation which is known to be false, made with intent to defraud, and which does defraud the person to whom it is made "False Representation" includes a promise made with *intent not to perform* if it is a part of a false and fraudulent scheme.

the party against whom a claim is asserted relates back if the foregoing provision is satisfied and within the period provided by law for commencing the action against such party, the party to be brought in by amendment has received such notice of the institution of the action that he or she will not be prejudiced in maintaining a defense on the merits, and knew or should have known that but for a mistake concerning the identity of the proper party, the action would have been brought against such party.

To understand this, one must have an open mind. This was a shell game. Find the Pea under the cup. A catch 22 Dammed if you do, Dammed if you don't , *EVERYTHING* was Ambiguous. This was a deliberate scheme to snarl and ensnare. This was basically a bait and switch.

Beginning with the Ambiguous paragraph in the Offer to Purchase.

The Original Complaint was filed on March 3, 2004 . The Complaint was for Breach of Promise and Fraudulent

documents. On June 28, 2004 this Plaintiff was directed by the Court to file an Amended Complaint , which was to drop all inferences of Personal Fraud against the people involved. On July 22, 2005 Scheduling Conference Order was filed the Court entered Money Judgment. Everyone was looking for a policy to pay off. This Plaintiff kept the claims of Fraud against the PDQ Food Stores alive at every chance, before and during the Trial Date November 20, 2006 Page 68 S.S. 942 Criminal Code Pages 76 – 79 Fraud On July 6, 2006 Lakeview Investments became a Joiner.

This Trial was to be on Equity and Declaration of Interest. Equity was to be right or wrong. Trial Court on January 12, 2007 Hearing – Page 2 lines 9 to 17 – The Honorable Wilbur Warren III speaking. Now, this is an action for declaration of interest in real property under Chapter 841. That's the only cause of action that survives. The Court is not going to consider any arguments for damages, certainly for pain and suffering,

those contracts damages or noneconomic loss damages which were outlined in plaintiff's request for relief here. The only thing that is before the Court, the only thing that remains is the Chapter 841 Declaration of Interest in Property.

The Court and the Defendant repeatedly continued to use the term Quiet Title, to which this plaintiff continually corrected them, that the proper term we were to argue was Declaration of Interest. Quiet Title has an entirely different meaning and all different laws that go with it.

On April 18, 2005 the Honorable Wilbur Warren III ordered Attorney Kenneth Dorn, at that time lead Attorney for PDQ Food Stores " I have on my desk, a Quit Claim Deed dated July 7, 1997 document # 1063440 PDQ Food Stores to the Peterson's. The Court ordered Attorney Dorn to go across the Street to the Register of Deeds and produce a viable deed dated after July 7, 1997. Attorney Dorn was given ten days. He did not comply.

At the hearing date of 2005 BOOK 2 page 87 The Court ; lines 4 to 25 For anyone coming in as a bono fide purchaser, I think I can say with a certain degree of certitude that the record in the office of the Register of Deeds would show the last title holder to be the Peterson's

BOOK 3 Page 66 Quit Claim Deed # 1063440 dated July 7, 1997 and the Certified Survey Map # 1063441 dated July 7, 1997 were filed together . These are the only deeds which follow the rules of Chain of Title. Plaintiff's asked that the Court order a Title Search. The Court denied. It was within the Courts power to order the Search.

At Trial, two and a half years later PDQ asked for Reformation of the Quit Claim Deed # 1064467 Dated June 7, 1997 OR for the Court to give them a Deed. [2] (Title to Property may not be corrected or amended) To

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[2] 703.02(6m) CORRECTION INSTRUMENT means an instrument drafted by a licensed land surveyor that complies with the requirements of S.S.59.43(2m) and that upon recording, corrects an error in a condominium plat. "Correction instrument" does not include an instrument of Conveyance.

which the Honorable Wilbur Warren respond on January January 12, 2007, "PDQ may make appropriate judgment consistent with the Court's oral findings and rulings". [3] The Court did not order that a new deed be made for his signature (Title may not be changed by judicial decree) nor did PDQ"s present Attorney file a new Quit Claim Deed.

¶ 12 ***Our Supreme Court has concluded that interpreting WIS. Stat. §840.10 to include Actions filed in courts outside the state Furthers the legislative objectives without Unduly burdening the transfer of real property In this state. See - Bellevile State Bank 117 Wis. 2d at 676, 345 N.W. 2d 405. Although a judicial decree cannot change title to real property, THAT IS BEYOND THE TERRITORIAL LIMITS OF THE COURTS***

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[3] In an action for reformation, the plaintiff must establish by clear and convincing evidence that both parties intended to make a different instrument and had agreed on facts that were different than those in the instrument. See Hajec v. Novitzke, 46 Wis, 2d 402, 413-14, 175 N.W.2d 193 (1970).

JURISDICTION.

There is a reason for that law, so that Greedy Attorney's and their clients may not do what PDQ and it's Attorney's have done to these Plaintiffs.

The Trial Court accepted the Quit Claim Deed #1064467 Peterson to PDQ with the date of June 7, 1997 to be an anomaly, defendants reasoned that it was a clerical error and should have been dated July 7, 1997 . No consideration given to the fact that Peterson's did not arrive in Wisconsin until July 9, 1997 nor the fact that Attorney Glesner's letter stated that the signed documents were locked in his safe file on Tuesday July 8, 1997 BOOK 3 page 21

No consideration given to Notarized letter of Evangeline Patino BOOK 2 page 112 Plaintiff's not in Wisconsin. No consideration given to testimony of Amanda Johnson Traux BOOK 2 page 114 she did not Notarize Q/C Deed #1064467 Peterson to PDQ. This is an Impossible Deed.

PDQ Food Stores Inc. and it's Attorney's and Associates have stood mute for thirteen years. Refusing to produce any documents or explain their side of the story. PDQ Food Stores Inc. has illegally been in possession of Plaintiff's property for thirteen years, despite three efforts to Evict. This Plaintiff has spent a night in jail for trespassing, just to prove to the Court that PDQ would not press charges.

PDQ has used the property value to leverage mortgage money. PDQ has had quiet enjoyment without payment of any kind to these Plaintiff's and have had the pleasure of thirteen years of profits. PDQ has sold the back parcel and regained a fair amount of what should have been the purchase price. Documents have been altered, various PDQ associates have committed purgery, and tampering with the evidence. BOOK 2 pages 82 – 86 one book now missing Testimony of the various PDQ associates contradicted themselves and each other, as well as each man contradicting their own Affidavit's.

This was a CONTRACT on Real Estate. It was not a simple form which is filled out by a Realtor. S.S. 706 includes the requisites for Chain of Title.

PRIORITIES :

(1) DRAFTED BY – Plaintiff's Attorney-Realtor did not draft. BOOK 1 PAGE 109

(2) NOTARY SIGNATURE - Amanda Johnson Trux, tertified she did not sign or date the June or July Quit Claim Deeds – Peterson to PDQ Food Stores Inc. BOOK 2 page 114.

(3) RECORD – Quit Claim Deed #1064467 Peterson's to the PDQ BOOK 3 page 66 was signed in April 1997 under pre-tex that Parcel A had been given to PDQ by mistake. BOOK 1 page 40

(4) PROPER RECORDATION with the Register of Deeds. Title to property must be

recorded within 30 days. This was recorded three months later.

TRIAL date November 20,2006 page 140 Attorney Dubis Question; Do you make it a practice to delay recording of a document such as a deed or a mortgage for the time period of a month or so? [4]

Attorney Glesner Answer; No, never. 99.9 percent of the time, I give it to the title company with instructions to record immediately. And I expect that it will be recorded within an hour after the closing or at least the next day.

August 20, 1997 is the acceptance date on the Offer to Purchase. To be legal all agreements, covenants, restrictions or requirements must be recorded with the Register of Deeds on that date. Attorney Glesner's testimony "Documents were being generated as they were needed".

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[4] 893.26 ANNOT The written instrument or judgment under which original entry is made must be recorded within 30 days after entry.

(5) FINAL PLAT APPROVAL - BOOK 2 page 91

PDQ had never requested an approval of the final platt. [5]

PDQ could not request – they had no viable Deed.

Definition of the word SALE - - One person receives money the other person receives possession.

Seventy percent of the evidence used during this trial, in truth had nothing to do with this Plaintiff, the evidence was all the things which the parties involved had done to each other, these were the reasons for which they must sue each other.

Plaintiff's were to prove only one thing DECLARATION OF INTEREST . The only answer for Declaration of Interest in Property is to produce a Viable Deed. The Court made it's decision on INTENT. Intent must be mutual with *mutual* being the key word. This court was in Equity S.S. 706.04 – ANNOT - Once a deed has been properly executed and recorded, a court in EQUITY , may not alter the document when a party

[5] 236025(2)(b) The plat is offered for record within 6 months after the date of the last approval of the plat and within 24 months after the first approval.

later expresses a different INTENT than was memorialized. The other states - if you did not mean it you should not have done it. In October of 2009 Attorney Dubis for Lakeview investments requested that the LIS PENDENS be Expunged from the records of the Register of Deeds. Attorney Dubis does not quote a law because there is NO law which allows the Court to Expunge documents from the Register of Deeds. Lis Pendens will run with the land as a Deed runs with the land. State law prohibits any one from disturbing the records of the Register of Deeds. To do so is in contradiction of Federal Law. Expunging is for - false arrest records or for Juvenile records, so that the record is clear, as though it never happened. Lis Pendens is common law, it is not controlled by the Government. Louise Principe (Register of Deeds) has a set of rules she must follow. Plaintiff's ask that the Supreme Court of the Land reconsider the Trial Court's decision of January 12, 2007. Justice was not served. Lakeview Investments is not happy. PDQ

Food Stores Inc. has no Deed and there is no line of succession from which Lakeview may obtain a Deed. Plaintiff's still hold the only legal Deed.

892.26 ANNOT - - Sub.(2)(C) Adds the requirement that the adverse possession be of "all or a material portion" of the premises described in the written instrument or judgment, replacing "some part" found in previous S.S. 893.06 This probably represents no change in present law. But is *INTENDED TO MAKE CLEAR THAT POSSESSION OF AN INSUBSTANTIAL FRAGMENT OF LAND* described in a written instrument will NOT suffice as constructive possession of all land described. [Bill 326-A]

To this day the tax records at the Pleasant Prairie Village Hall states at the bottom left " This Deed is in Error".

Document # 1063440 Dated July 7, 1997 Signed by the PDQ President Jerry Archer and authenticated by it's Attorney Glesner . Accompanied by Document

#1063441 Certified Survey Map are the only True documents for ownership to the property. Plaintiff's have filed FRAUDULENT DEED REPORTS for all others Documents # 1376377 and #1376380. PDQ has taken no action against them.

S.S. 706.02 ANNOT - If the language within the four corners of the Deed is unambiguous, the Court need look no further for the parties INTENT.

Men may intend what they will : but it is only the laws that they enact which bind us.

S.S. 841.01 Declaration of Interest has only one answer :

" A defendant's answer that fails to assert an interest in the property terminates the defendant's right to participate on the action". Defendant filed their answer and counter claim on June 23, 2006. Was this timely ?? Defendants were to produce a "Viable Deed".

S.S. 841.04 [Bill 326-A] is the only reference within the statutes which speaks of adverse possession of this type. Plaintiff's have followed all the rules.

1. Made claim before the 7 years for adverse Possession.
2. Notified the adverse possessor within the Time Limit. Attorney notification December 3, 1997.
3. Made three attempts to claim possession.
4. Plaintiff has kept the action alive on Fraud.

According to Bill 326-A this is still the wild – wild west and physical action must be taken.

May 21, 2005 Plaintiff's filed scenario's for relief ;

1. Plaintiff is offering to allow Defendant to remain on property for a period of one year. Payment to be in form of $160 per day per-diem, payable weekly and to commence immediately. During which time Defendant must show proof of litigation to remedy this situation. Defendant must continue to pay Property Tax, Insurance. And utilities and maintain property in it's present state and provide proof all monthly.

2. Plaintiff is offering to lease this property to Defendant for a period of ELEVEN years. Negotiations of terms to commence immediately. Rent for the past thirteen years to be paid after PDQ recovers their losses from person or persons responsible, but not to exceed two years for recovery.

3. PDQ recognizes it's loss, and wishes to proceed in a timely fashion towards its recovery. PDQ recognizes Plaintiff's Deed of July 7, 1997. Plaintiff wishes to make no further claims against PDQ and PDQ does not wish to make any claims against the Plaintiff. PDQ will vacate the premises immediately. (Of course now they owe thirteen years of back rent which will need to be negotiated).

If the Court feels the only thing PDQ owes is the original money, there is a matter of interest over the past 13 years and our costs. For ambiguity, Plaintiff's are to
+ shortages

be placed in their original position. Our plea's for Justice have all been ignored. The Result of all the fancy foot work was that Plaintiff's became insolvent.

I am here pro-se and I have done the best I can. Owning property is a *right* not a privilege. Do we want to see these people punished for what they have done or do we want to encourage this kind of behavior.

Is it legal for the owner of a Developing property to transfer his obligations to another party ? NO

We ask that the Supreme Court of the Land pass down a Decision on how to dispense Justice. Please be considerate to the fact that we are now thirteen years older, my husband is now seventy and with heart trouble.

Petitioner would like this opportunity to thank the Supreme Court of the United States for it's kind indulgence on this matter. May I have a quill pen ?

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